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FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

JUN 24 1993

CLERK OF COURT

BY _____

UNITED STATES OF AMERICA, .

Plaintiff,

v.

DWC TRUST HOLDING COMPANY,
et al.,

Defendants.

Civil Action No.
JFM-93-2859

(Judge Motz)

CONSENT DECREE

TABLE OF CONTENTS

	<u>PAGE</u>
I. <u>BACKGROUND</u>	2
II. <u>JURISDICTION</u>	4
III. <u>PARTIES BOUND</u>	4
IV. <u>DEFINITIONS</u>	5
V. <u>REIMBURSEMENT OF RESPONSE COSTS</u>	8
VI. <u>FAILURE TO COMPLY WITH REQUIREMENTS</u> <u>OF CONSENT DECREE</u>	12
VII. <u>COVENANT NOT TO SUE BY PLAINTIFF</u>	13
VIII. <u>COVENANT NOT TO SUE BY SETTLING DEFENDANT</u>	15
IX. <u>EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION</u>	16
X. <u>NOTICES AND SUBMISSIONS</u>	18
XI. <u>RETENTION OF JURISDICTION</u>	20
XII. <u>LODGING AND OPPORTUNITY FOR PUBLIC COMMENT</u>	20
XIII. <u>EFFECTIVE DATE</u>	20
XIV. <u>SIGNATORIES/SERVICE</u>	21

I. BACKGROUND

A. On September 30, 1993, the United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a Complaint in this matter pursuant to Sections 106(b), 107(a), and 113(g)(2) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9606(b), 9607(a), and 9613(g)(2), as amended ("CERCLA"). The Defendants named in the United States' complaint are the DWC Trust Holding Company, Helen Gimbel, Stephanie Prince, Ethel Posnick, Helene K. Miller, Benjamin Clayten (also, and hereinafter, known as "Benjamin/Ben Chert"), Martha Lee Fendler, Howard L. Chertkof, and E. Robert Chertkof ("Defendants").

B. The United States in its Complaint seeks reimbursement of past response costs incurred by EPA and the United States Department of Justice ("DOJ") for response actions taken at or in connection with the release or threatened release of hazardous substances at the Snow Hill Lane Site, Anne Arundel County, Maryland and a declaratory judgment on liability that will be binding in future actions to recover further response costs incurred at or in connection with the Site.

C. During the pendency of this action, Defendant Ethel Posnick died in January 1995, and Defendant Benjamin Chert died in October 1995. On April 12, 1996, the personal representatives of the Estate of Benjamin Chert filed a Motion to Dismiss

Plaintiff's Claims Against Benjamin Chert or, Alternatively, for Summary Judgment. On or about April 25, 1996, the personal representative of the Estate of Ethel Posnick filed a Motion to Dismiss Plaintiff's Claims Against Ethel Posnick. In June 1996, the United States moved to substitute Phyllis Hayman as personal representative of the Estate of Ethel Posnick and Shale S. Stiller and Joseph D. Hahn as personal representatives of the Estate of Benjamin Chert, which motions were opposed by the personal representatives. All of these motions were pending at the time this Consent Decree was entered.

D. The release or threatened release of hazardous substances at or from the Site caused the United States to incur response costs. EPA conducted removal activities at the Site during the period from February 5, 1991 through August 29, 1991. Several hundred drums containing hazardous substances and contaminated soil were removed from the Site.

E. The United States' Complaint further sought punitive fines, pursuant to Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1), and treble damages, pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), because Defendants failed to comply with EPA's January 31, 1991, Administrative Order requiring Defendants to clean up the Site. Defendants asserted defenses for their noncompliance with the Order. The parties submitted cross-motions for partial summary judgment on issues related to punitive fines and treble damages. On January 22,

1996, the Court granted Defendants' motion and denied the United States any relief.

F. The Settling Defendants (defined at Paragraph 3.o of Section IV) and the Estates (defined at Paragraph 3.f of Section IV) that have entered into this Consent Decree do not admit any liability to Plaintiff arising out of or in connection with the Site.

G. The United States and Settling Defendants agree and this Court, by entering this Consent Decree, finds that this Consent Decree has been negotiated by the Parties in good faith, that its entry will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest. This Consent Decree resolves all of the allegations raised in the United States' Complaint filed on September 30, 1993.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1345 and 42 U.S.C. §§ 9607 and 9613(b). This Court also has personal jurisdiction over each Settling Defendant. Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon Plaintiff, each of the Settling Defendants, the Estates, and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property of any Settling Defendant or Estate, shall in no way alter the status or responsibilities of the Settling Defendants or the Estates under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.

b. "Complaint" shall mean the Complaint filed in this case on September 30, 1993.

c. "Consent Decree" shall mean this Consent Decree and any attached appendices.

d. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the close of business of the next working day.

e. "Effective Date" shall mean the date established pursuant to Section XIII of this Consent Decree.

f. "Estate/Estates" shall mean the Estate of Benjamin Chert, and Shale S. Stiller and Joseph D. Hahn as personal representatives for the Estate of Benjamin Chert; and the Estate of Ethel Posnick, and Phyllis Hayman as personal representative for the Estate of Ethel Posnick.

g. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

h. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

i. "Interest," when capitalized, shall mean Interest at the current rate specified for Interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

j. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

k. "Section" shall mean a portion of this Consent decree identified by a roman numeral.

l. "Parties" for purposes of this Consent Decree shall mean the United States and each and every Settling Defendant.

m. "Plaintiff" shall mean the United States on behalf of EPA.

n. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA and the U.S. Department of Justice on behalf of EPA have incurred and/or paid at or in connection with the Site through the Effective Date, plus interest, whenever accrued, on all such costs through the Effective Date.

o. "Settling Defendants" shall mean the DWC Trust Holding Company, Helen Gimbel, Stephanie Prince, Helene K. Miller, Martha Lee Fendler, Howard L. Chertkof, and E. Robert Chertkof.

p. "Site" shall mean the Snow Hill Lane Superfund Site, encompassing approximately eighty-six acres, located in Anne Arundel County, Maryland. The Site is bounded on the west by the Mount Calvary Cemetery and Snow Hill Lane, on the north by Cedar Hill Lane and the Pennington Avenue Landfill, on the east by the Pennington Avenue Landfill and the Baltimore and Ohio Railroad, and on the south by Cabin Branch Creek and Interstate Highway 695.

q. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

r. "Working Day" shall mean a day other than a Saturday, Sunday or federal holiday.

V. REIMBURSEMENT OF RESPONSE COSTS

4. Settling Defendants shall reimburse the United States for its Past Response Costs by paying the United States \$900,000, as follows:

5. Cash Payments. Within thirty (30) days of entry this Consent Decree, Settling Defendants shall pay the United States cash payments as stated below:

a. Settling Defendants Helen Gimbel and Stephanie Prince, on behalf of the DWC Trust Gimbel Family Branch, shall pay \$270,000 to the United States.

b. Settling Defendant Helene K. Miller and the Estate of Ethel Posnick, on behalf of the DWC Trust Posnick Family Branch, shall pay a total of \$270,000 to the United States.

c. Settling Defendant Martha Lee Fendler and the Estate of Ben Chert, on behalf of the DWC Trust Clayton (Chert) Family Branch, shall pay a total of \$90,000 to the United States.

d. Settling Defendant Howard L. Chertkof shall pay an initial cash payment of \$75,000 to the United States, and shall pay the United States an additional cash payment of \$60,000 in accordance with Paragraph 7 below.

e. Settling Defendant E. Robert Chertkof shall pay an initial cash payment of \$75,000 to the United States, and shall pay the United States an additional cash payment of \$60,000 in accordance with Paragraph 7 below.

6. Within fourteen days of the date that the United States forwards to Settling Defendants the signature copy of this Consent Decree and prior to the lodging of the Consent Decree pursuant to Section XII (Lodging and Opportunity for Public Comment), each Settling Defendant (or Family Branch) as identified in sub-Paragraphs 5.a thru 5.e shall:

a. Payment of Past Response Costs Into Escrow Account

(i) establish an interest-bearing escrow account for the payment by said Settling Defendant (or Family Branch) of the amount agreed upon in sub-Paragraphs 5.a thru 5.e. Each Settling Defendant (Family Branch) shall pay all fees and expenses related to such escrow account. The escrow agreements governing such accounts shall provide for disbursement of funds only as provided in this Consent Decree;

(ii) deposit, or cause to be deposited, into the escrow account the sum agreed upon under sub-Paragraphs 5.a thru 5.e; and

(iii) provide documentation evidencing establishment of the escrow account and the deposit made thereto pursuant to Paragraphs 5.a thru 5.e and 6 to DOJ and EPA.

b. Payment to EPA

Within thirty days after the entry of this Consent Decree, Settling Defendants and the Estates shall direct the escrow agent to pay to the EPA the amounts contained in the escrow accounts established pursuant to sub-Paragraphs 5.a thru 5.e and 6 of this Section V, including all interests accrued thereon. Payments due

under this Decree shall be made by Electronic Funds Transfer ("EFT") to DOJ lockbox bank, referencing CERCLA Number 036H and USAO File Number MDD-9853828229 and in accordance with any further instructions provided by DOJ to Settling Defendants upon execution of the Consent Decree. Any EFTs received at the DOJ lockbox bank after 11:00 a.m. (Eastern Time) will be credited on the next business day. Upon making any payment required under this Section V, each Settling Defendant or Estate making such payment shall send written notice of the payment and a copy of any transmittal documentation to EPA and DOJ in accordance with Section X (Notices and Submissions).

c. Disbursement of Escrow if Decree is Not Entered

In the event that a settlement is not consummated for any reason, this sub-Paragraph 6.c shall apply regarding disbursement of the monies in the escrow accounts. The United States shall not have any entitlement to the funds deposited into the escrow accounts unless and until this Consent Decree is entered as a final order of this Court. In the event that: (i) pursuant to Section XII of this Consent Decree (Lodging and Opportunity for Public Comment), the United States exercises its right to withdraw or withhold consent to the Consent Decree or (ii) the Court declines to approve this Consent Decree in the form provided; then Settling Defendants may direct the escrow agent to disburse the amounts in the escrow accounts to the direction of the Settling Defendants.

7. Additional Payments to be Made by Robert and Howard Chertkof

a. In addition to the initial cash payment to be paid in accordance with Paragraph 5.d, Settling Defendant Howard Chertkof shall pay the United States \$60,000 which shall be paid in two equal installments of \$30,000 on March 1, 1998 and March 1, 1999. Interest, as defined in Section IV.3.i, shall accrue from the Effective Date of this Consent Decree on the deferred amount until payment is made.

b. In addition to the initial cash payment to be paid in accordance with Paragraph 5.e, Settling Defendant Robert Chertkof shall pay the United States \$60,000 which shall be paid in two equal installments of \$30,000 on March 1, 1998 and March 1, 1999. Interest, as defined in Section IV.3.i, shall accrue from the Effective Date of this Consent Decree on the deferred amount until payment is made

c. Payments due under this Paragraph 7 shall be made in accordance with Paragraph 6.b above.

d. Upon the Effective Date of this Consent Decree, the United States shall perfect a judgment lien, pursuant to 28 U.S.C. § 3201, against property owned by Howard and Robert Cherkof, identified as 5110 Pennington Avenue, Baltimore, MD.

8. Resolution of United States' Claims Against Ethel Posnick and Benjamin Chert. During the pendency of this action, Defendant Ethel Posnick died in January 1995, and Defendant Benjamin Chert died in October 1995. Defendants Posnick and Chert each was sued, inter alia, in her/his capacity as the sole surviving trustee for the DWC Trust Branch for the Posnick Family

and the DWC Trust Branch for the Clayton Family, respectively. Helene K. Miller, Co-Trustee of the Posnick Family Branch and Martha Lee Fendler, Co-Trustee of the Clayton Family Branch, as signatories to this Consent Decree, have agreed to participate in this Consent Decree in their capacities as Co-Trustees of their respective Family Branch Trusts. Accordingly, the parties agree, and the Court finds, that this Consent Decree resolves the United States' claims against Defendants arising from the United States' Complaint, including claims against the deceased Defendant Co-Trustees Ethel Posnick and Benjamin Chert, and their Estates.

VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

9. Interest on Late Payments. In the event that any payment required by Section V (Reimbursement of Response Costs) or Paragraph 10 of this Section VI is not received when due, Interest shall accrue on the unpaid balance from the day following the date payment is due through the date of payment.

10. Stipulated Penalties

a. If any amount due from a Settling Defendant or an Estate and payable to the United States under Section V of this Consent Decree is not paid by the required date, each Settling Defendant or Estate who has failed to pay by the required date shall pay, in addition to any Interest required under Paragraph 9, a stipulated penalty in the amount of \$500 (Five Hundred dollars) each day such payment is late.

b. Stipulated penalties are due and payable within thirty (30) days of Settling Defendant's or Estate's receipt from

ORIGINAL

EPA of a demand for payment of the penalties. All payments to EPA under this Paragraph 10 shall be paid by certified or cashier's check made payable to "EPA Hazardous Substance Superfund," shall be mailed to U.S. EPA, Region III, Attention: Superfund Accounting, P.O. Box 360515, Pittsburgh, PA 15251-6515, and shall reference CERCLA number 036H and DOJ Case Number 90-11-3-951. Copies of check(s) paid to EPA pursuant to this Paragraph, and any accompanying transmittal letter(s), shall be sent to EPA and DOJ in accordance with Section X (Notices and Submissions).

c. If the United States must bring an action to enforce this Consent Decree, the Settling Defendant, Settling Defendants or Estate(s) against whom the United States prevails shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

d. Payments made pursuant to Paragraphs 9 and 10 shall be in addition to any other remedies or sanctions available to the United States by virtue of any Settling Defendant's or Estate's failure to comply with the requirements of this Consent Decree. The United States may, in its sole discretion, waive or mitigate any stipulated penalties owed under this Section.

VII. COVENANT NOT TO SUE BY PLAINTIFF

11. Covenant Not to Sue by United States. In consideration of the monies paid by Settling Defendants and by the Estates under the terms of this Consent Decree and compliance by each Settling Defendant and each Estate with Paragraphs 4, 5

and 6 and 7, the United States, except as specifically provided in Paragraph 13, covenants not to sue, pursuant to Section 107(a) of CERCLA, 42 U.S.C. 9607(a), each Settling Defendant or each of the Estates to recover Past Response Costs or regarding the claims alleged in the United States' Complaint filed on September 30, 1993. This covenant not to sue shall take effect with respect to each Settling Defendant and each Estate upon approval of the Consent Decree by the Court, and shall apply to each Settling Defendant and each Estate that is in compliance with the terms of the Consent Decree. This covenant not to sue with respect to each Settling Defendant and each Estate is conditioned upon the complete and satisfactory performance by the Settling Defendant of his/her obligations pursuant to Section V (Reimbursement of Response Costs) and Section VI (Failure to Comply with Requirements of Consent Decree). This covenant not to sue extends only to the Settling Defendants and the Estates, their successors and assigns and does not extend to any other person.

12. Agreement to Not Pursue an Appeal of the Court's January 22, 1996 Order. The United States herein agrees that it will not pursue an appeal of any issue related to the Court's January 22, 1996, Order granting Defendants' cross-motion for summary judgment on the issues related to punitive fines under Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1), and Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3).

ORIGINAL

13. Reservations of Rights by United States. The covenants not to sue set forth in Paragraph 11 do not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants and the Estates with respect to all other matters, including but not limited to:

- a. liability for failure of any Settling Defendant or Estate to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606, other than for the matter described in Paragraph D of Section I (Background) and the allegations in the United States' September 30, 1993 Complaint; and
- d. liability for past, present or future violations of federal or state law other than liability resolved by this Consent Decree.

VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

14. Covenant Not to Sue. Settling Defendants and the Estates covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the matters addressed in this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund

(established pursuant to Internal Revenue Code, 26 U.S.C § 9507) pursuant to Sections 106(b)(2), 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, or 9613, or any other provision of law for Past Response Costs, or any claim against any department, agency, or instrumentality of the federal government pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, related to Past Response Costs, or any claims arising out of response actions described in Section I (Background) taken with respect to the Site. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

15. Agreement Not to Pursue Any Costs, Attorneys' Fees Related to the Court's January 22, 1996 Order. Defendants and the Estates agree that they will not pursue any claim for attorneys' fees, costs, or any other claim against the United States related to the January 22, 1996 Order addressed in Paragraph I.E (Background) above.

IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

16. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree, except that the Estates shall be treated the same as each Settling Defendant. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Decree may have under applicable law. Each of the Parties expressly reserves any

ORIGINAL

and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

17. Subject to the reservations of rights set forth above, the Parties agree that by entering into and carrying out the terms of this Consent Decree, each Settling Defendant and each Estate has resolved its liability to the United States for matters addressed in this Consent Decree and is entitled, as of the Effective Date of this Consent Decree, to protection from contribution actions or claims for matters addressed in this settlement as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2). Such protection may be voided by the United States as to any Settling Defendant who fails to comply with the requirements of this Consent Decree. Matters addressed in this Consent Decree are only Past Response Costs and those items described in Section I (Background).

18. Each Settling Defendant and each Estate agrees that with respect to any suit or claim for contribution brought by the Settling Defendant or an Estate for matters addressed in this Consent Decree such Settling Defendant or Estate will notify EPA and DOJ (as directed in Section XI (Notices and Submissions)) in writing prior to the initiation of such suit or claim and, to the extent practicable, shall provide such notice not later than thirty (30) days prior to initiation. Each Settling Defendant

and each Estate also agrees that with respect to any suit or claim for contribution brought against the Settling Defendant for matters addressed in this Consent Decree the Settling Defendant or Estate will notify EPA and DOJ in writing within twenty (20) days of service of such a complaint (within the meaning of this Paragraph 18) on them. In addition, each Settling Defendant and each Estate shall notify EPA and DOJ within twenty (20) days of service or receipt of any motion for summary judgment and within twenty (20) days of receipt of any order from a court setting a case for trial for matters related to this Consent Decree.

X. NOTICES AND SUBMISSIONS

19. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to DOJ, EPA, and Settling Defendants, respectively.

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: Snow Hill Lane Site, 90-11-3-951

As to EPA:

Rodney Travis Carter
Office of Regional Counsel (3RC22)
U.S. Environmental Protection Agency
Region III
841 Chestnut Building
Philadelphia, PA 19107

James Webb
Chief
CERCLA, Cost Recovery Section
U.S. Environmental Protection Agency
Region III
841 Chestnut Building
Philadelphia, PA 19107

As to Settling Defendants:

Randall M. Lutz
Smith, Sommerville & Case, L.L.C.
Attorneys At Law
100 Light Street
Baltimore, MD 21202-1084

Stephen Z. Chertkof
Law Offices
Heller, Huron, Chertkof, Lerner
Salzman, P.L.L.C.
1730 M Street, N.W., Suite 713
Washington, D.C. 20005-4008

As to the Personal Representatives of the
Estate Benjamin Chert

John E. Griffith, Jr.
Piper & Maubury, L.L.P.
Charles Center South
36 South Charles Street
Baltimore, MD 21201-3018

As to the Personal Representatives of the
Estate of Ethel Posnick

Peter R. Kolker
Zuckerman, Spaeder, Goldstein, Taylor
& Kolker, L.L.P.
Attorneys At Law
1201 Connecticut Avenue, N.W.
Washington, D.C. 20036-2638

As to the Personal Representative of the
Gimbel Family Branch Share

S. Leonard Rottman
Adelberg, Rudow, Dorf, Hendler
and Sameth. L.L.C.
600 Mercantile Bank and Trust Bldg.
2 Hopkins Plaza
Baltimore, MD 21202

XI. RETENTION OF JURISDICTION

20. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

XII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

21. This Consent Decree shall be lodged with the Court for a period of thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants and the Estates consent to the entry of this Consent Decree without further notice.

22. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XIII. EFFECTIVE DATE/ENTRY

23. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XIV. SIGNATORIES/SERVICE

24. Each undersigned representative of a Settling Defendant and Estate to this Consent Decree and the Chief or Deputy Chief of the Environmental Enforcement Section of the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

25. Each Settling Defendant and each Estate hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree.

26. Each Settling Defendant and each Estate has identified, by name and address, an agent or the person who is authorized to accept service of process by mail on behalf of the Settling Defendant or the Estate with respect to all matters arising under or relating to this Consent Decree. Each Settling Defendant and each Estate hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules

ORIGINAL

of this Court, including but not limited to, service of a summons.


SO ORDERED THIS _____ DAY OF _____, 19__.

J. FREDERICK MOTZ
Senior United States District Judge


The undersigned enter into this Consent Decree, in the matter of United States v. DWC Trust Holding Company, et al., C.A. No. HAR 93-2859, relating to the Snow Hill Lane Site, Anne Arundel County, Maryland.

FOR THE UNITED STATES OF AMERICA:

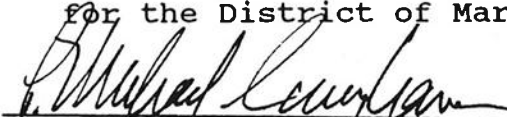
Date: 3/28/97


JOEL M. GROSS
Chief
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

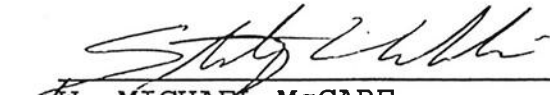
Date: 3/27/97


NATHANIEL DOUGLAS
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20044

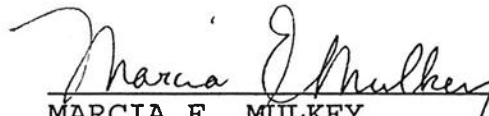
LYNNE A. BATTAGLIA
United States Attorney
for the District of Maryland


P. MICHAEL CUNNINGHAM
Assistant United States Attorney
for the District of Maryland
Bar Number 09852
604 U.S. Courthouse
101 W. Lombard Street
Baltimore, MD 21201


Date: 6/6/97


W. MICHAEL MCCABE
Regional Administrator
U.S. Environmental Protection
Agency
Region III
841 Chestnut Building
Philadelphia, PA 19107

Date: 6/5/97


MARCIA E. MULKEY
Regional Counsel
U.S. Environmental Protection
Agency
Region III
841 Chestnut Building
Philadelphia, PA 19107

Date: 4/17/97


RODNEY TRAVIS CARTER
Senior Assistant Regional Counsel
U.S. Environmental Protection
Agency
Region III
841 Chestnut Building
Philadelphia, PA 19107

* C.A. No. HAR-93-2859 has been changed to C.A. No. JFM-93-2859 by a letter, dated April 3, 1997, from the District Court Clerk reassigning this case to Judge J. Frederick Motz.

ORIGINAL

The undersigned enter into this Consent Decree, in the matter of United States v. DWC Trust Holding Company, et al., C.A. No. HAR 93-2859, relating to the Snow Hill Lane Site, Anne Arundel County, Maryland.

FOR DEFENDANT DWC TRUST HOLDING COMPANY:

Date: Aug 9, 1997 Edward Z. Cherney

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Randall M. Lutz, Esquire

Title: Counsel for Dwc Trust

Smith, Somerville & Case L.L.C.

Address: 100 Light St., Baltimore, MD 21201

ORIGINAL

The undersigned enters into this Consent Decree, in the matter of United States v. DWC Trust Holding Company, et al., C.A. No. HAR 93-2859, relating to the Snow Hill Lane Site, Anne Arundel County, Maryland.

FOR DEFENDANT E. ROBERT CHERTKOF:

Date: 4-24-97 E Robert Chertkof

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: ROBERT CHERTKOF

Title: SELF

Address: 111 WARREN RD, 46
HUNT VALLEY Md 21030

The undersigned enters into this Consent Decree, in the matter of United States v. DWC Trust Holding Company, et al., C.A. No. HAR 93-2859, relating to the Snow Hill Lane Site, Anne Arundel County, Maryland.

FOR DEFENDANT HOWARD L. CHERKOF:

Date: 4/25/97 Howard L. Chertkof

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Howard L. Chertkof

Title: _____

Address: Suite 275, Commercentre East
1777 Reisterstown Road
Baltimore, MD 21208

The undersigned enter into this Consent Decree, in the matter of United States v. DWC Trust Holding Company, et al., C.A. No. HAR 93-2859, relating to the Snow Hill Lane Site, Anne Arundel County, Maryland.

FOR DEFENDANT HELEN GIMBEL:

Date: 7/22/97

Helen Gimbel - Co-Trustee
Helen Gimbel, Co-Trustee of the Gimbel Family Branch Trust Share

FOR DEFENDANT STEPHANIE PRINCE:

Date: 4-22-97

Stephanie Prince - Co-Trustee
Stephanie Prince, Co-Trustee of the Gimbel Family Branch Trust Share

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: S. Leonard Rottman, Esq.

Title: Attorney for the Gimbel Family Branch Trust Share

Address: 600 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

ORIGINAL

The undersigned enters into this Consent Decree, in the matter of United States v. DWC Trust Holding Company, et al., C.A. No. HAR 93-2859, relating to the Snow Hill Lane Site, Anne Arundel County, Maryland.

FOR DEFENDANT HELENE K. MILLER:

Date: April 31, 1997

Helene K. Miller

Helene K. Miller, Sole Surviving Trustee of the Posnick Family Branch Trust Share

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: S. Leonard Rottman, Esq.

Title: Attorney for the Posnick Family
Branch Trust Share

Address: 600 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

ORIGINAL

The undersigned enters into this Consent Decree, in the matter of United States v. DWC Trust Holding Company, et al., C.A. No. HAR 93-2859, relating to the Snow Hill Lane Site, Anne Arundel County, Maryland.

FOR DEFENDANT MARTHA LEE FENDLER:

Date: 4-16-97



Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Martha Lee Fendler

Title: Co-Trustee / Clayton Branch

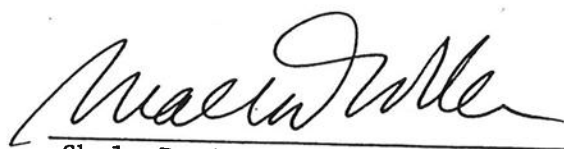
Address: 702 Gashey Drive Harrods Grace, MD
21078

ORIGINAL

The undersigned approves and signs this Consent Decree on behalf of the Estate of Benjamin Chert, in the matter of United States v. DWC Trust Holding Company, et al., C.A. No. HAR 93-2859, relating to the Snow Hill Lane Site, Anne Arundel County, Maryland.

FOR THE ESTATE OF BENJAMIN CHERT:

Date: _____



Shale D. Stiller, Personal Representative

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John E. Griffith, Jr., Esquire

Title: Attorney for the Personal Representatives of the Estate of Benjamin Chert

Address: Piper & Marbury L.L.P.
36 S. Charles Street
Baltimore, MD 21201

ORIGINAL

The undersigned approves and signs this Consent Decree on behalf of the Estate of Ethel Posnick, in the matter of United States v. DWC Trust Holding Company, et al., C.A. No. HAR 93-2859, relating to the Snow Hill Lane Site, Anne Arundel County, Maryland.

FOR THE ESTATE OF ETHEL POSNICK:

Date: 4/14/97 Phyllis P. Hayman

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: PETER R. KOLKER
Title: ATTORNEY FOR ESTATE OF ETHEL POSNICK,
PHYLLIS HAYMAN, PERSONAL REPRESENTATIVE
Address: 1201 CONNECTICUT AVE. NW.
WASHINGTON, D.C. 20036